

Exhibit A

Delbert G. Trevino
Pulman, Cappuccio, Pullen, Benson & Jones, LLP
2161 NW Military Hwy.
Suite 400
San Antonio, TX 78213



9314 7699 0430 0017 7130 13
RETURN RECEIPT REQUESTED



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NOV 06 15
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Sherry Van Paas

Scottsdale Insurance Company
8877 North Gainey Center Drive
Scottsdale, AZ 85258



Texas Department of Insurance

333 Guadalupe St. P.O. Box 149104 Austin, TX 78714-9104

Received

NOV 06 15

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SCOTTSDALE INSURANCE COMPANY[Skip over these navigation links.](#)[Show Explanation of Terms](#)**Table of Contents**[General Info](#) | [Contact Info](#) | [Types of Insurance](#) | [Use of Credit](#) | [Attorney for Service](#) | [Ratings](#) | [Financial Info](#) |
[Premiums](#) | [Complaint Ratios](#) | [Company History](#) | [Company Officers](#)**General Information:**[Return to top.](#)

Type of Entity:	Surplus Lines (SL)
Status of TX License:	Eligible
Company Status:	Normal Operations
License Number:	101133
NAIC Number:	41297
TDI Company Number:	101133
FEIN:	311024978
Home City/State:	OH
Origin:	Foreign
Date Incorporated/Organized:	01/04/1982
Date Licensed/Eligible/Registered in Texas:	01/01/1982
Date Cancelled/Ineligible/Inactive:	

Contact Information:[Return to top.](#)

Mailing Address: 1 West Nationwide Blvd Dspf 78
Columbus OH 43215-2220

Office Number: (480)365-4000

Toll Free Number:

Fax Number:

Physical Address: 8877 North Gainey Center Drive
Scottsdale AZ 85258

Office Number:

suggest that the company was in error or that the complainant had a valid reason for the complaint.

Complaint Ratios: the ratio, expressed as a percentage, is the number of closed confirmed complaints divided by the number of policies the company had in force for the line of insurance and year indicated.

Complaint Index: indicates how a company's ratio of the number of complaints to the number of policyholders compares to the average for all insurers. The index is calculated by dividing the company's percentage of complaints for a specific line of insurance by the company's percentage of the policies in force for the same line of insurance. The average index is 1.00. A number less than 1 indicates fewer complaints than average; a number greater than 1 indicates more complaints than average. For the most recent completed year, a given insurer's index may change over time, as policy count data is received by TDI. This will affect each insurer's percentage of the total.

Complaints against an insurance company are not part of the complaint tally above if the insurance company served only as a Third Party Administrator (TPA), a company hired simply to administer the paperwork of a health plan. Instead, they are included in the complaint record of the insurance company or HMO that hired the TPA. If a bona fide self-insured benefit plan hired the TPA, no complaint numbers are recorded as a part of the company/TPA's profile. Neither are profiles available for self-insured plans, as such plans are regulated under federal law.

Company History:

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Date	Event
12-23-2008	SCOTTSDALE INSURANCE COMPANY ACQUIRED CONTROL OF ATLANTIC INSURANCE COMPANY, IRVING, TEXAS COMMISSIONER ORDER NO 08-1074 DATED 12/23/2008
08-06-2008	COMPANY REQUESTED SERVICES BE FORWARDED TO THE COMPANY PHYSICAL ADDRESS LOCATION 8877 NORTH GAINES CENTER DRIVE SCOTTSDALE AZ 85258
02-10-2005	PENALTY OF \$5,000 ASSESSED ON 02/10/2005 BY THE FLORIDA OFFICE OF INSURANCE REGULATION FOR FAILING TO TIMELY SUBMIT AFFIDAVIT PART III (2 DAYS LATE)
01-01-1982	SURPLUS LINES ELIGIBILITY

Company Officers:

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For names of the company's current officers, please contact the company at the phone number listed in the [Contact Information](#) above or on their website.



C I T A T I O N
T H E S T A T E O F T E X A S
CAUSE NO. D-1-GN-15-004467

EPITACIO RESENDEZ

, Plaintiff

vs.

SCOTTSDALE INSURANCE COMPANY, LOUIS A. WILLIAMS & ASSOCIATES INC., & DAVID IMMEL

, Defendant

TO: SCOTTSDALE INSURANCE COMPANY
BY SERVING THE COMMISSIONER OF INSURANCE
333 GUADALUPE ST.
AUSTIN, TEXAS 78701

Defendant, in the above styled and numbered cause:

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Attached is a copy of the PLAINTIFF'S ORIGINAL PETITION of the PLAINTIFF in the above styled and numbered cause, which was filed on OCTOBER 6, 2015, in the 419TH JUDICIAL DISTRICT COURT of Travis County, Austin, Texas.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, October 09, 2015.

REQUESTED BY:

ERIC ANDREW PULLEN
2161 NW MILITARY HWY STE 400
SAN ANTONIO, TX 78213-1844
BUSINESS PHONE: (210) 222-9494 FAX: (210) 892-1610



Velva L. Price
Velva L. Price
Travis County District Clerk
Travis County Courthouse
1000 Guadalupe, P.O. Box 679003 (78767)
Austin, TX 78701

PREPARED BY: PATSY YBARRA

- - - - - R E T U R N - - - - -

Came to hand on the _____ day of _____, _____ at _____ o'clock _____ M., and executed at _____ within the County of _____ on the _____ day of _____, _____, at _____ o'clock _____ M., by delivering to the within named _____, each in person, a true copy of this citation together with the PLAINTIFF'S ORIGINAL PETITION accompanying pleading, having first attached such copy of such citation to such copy of pleading and endorsed on such copy of citation the date of delivery.

Service Fee: \$ _____

Sheriff / Constable / Authorized Person

Sworn to and subscribed before me this the

____ day of _____, _____.

By: _____

Notary Public, THE STATE OF TEXAS

Printed Name of Server

D-1-GN-15-004467

SERVICE FEE NOT PAID

County, Texas

P12 - 000000727

Original

Service Copy

Received
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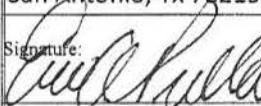
CIVIL CASE INFORMATION SHEET

MAY ENTER CAUSE # / COURT # IF ALREADY ASSIGNED (E.G., FAMILY MOTION, AMENDED PETITION)

CAUSE NUMBER (FOR CLERK USE ONLY): _____ COURT (FOR CLERK USE ONLY): _____

STYLED Epitacio Resendez vs. Scottsdale Insurance Company, Louis A. Williams & Associates, Inc., & David Immel

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:		Names of parties in case:	Person or entity completing sheet is:
Name: Eric A. Pullen	Email: epullen@pulmanlaw.com	Plaintiff(s)/Petitioner(s): Epitacio Resendez	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____
Address: 2161 NW Military Hwy., Ste. 400	Telephone: (210) 222-9494	Defendant(s)/Respondent(s): Scottsdale Insurance Company	Additional Parties in Child Support Case:
City/State/Zip: San Antonio, Tx 78213	Fax: (210) 892-1610	Louis A. Williams & Associates, Inc.	Custodial Parent: _____
Signature: 	State Bar No: 24007881	David Immel	Non-Custodial Parent: _____
[Attach additional page as necessary to list all parties]			

2. Indicate case type, or identify the most important issue in the case (select only 1):

OPTION A: CK CASE TYPE (EXCEPT OTHER) FOR CLERK TO SELECT SUIT TYPE; SEE SEC. 3 NOTE BELOW <i>Civil</i>			Family Law		
Contract	Injury or Damage	Real Property	Marriage Relationship	Post-judgment Actions (non-Title IV-D)	
<i>Debt/Contract</i> <input checked="" type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input checked="" type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract:	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability	<input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <i>Divorce</i> <input type="checkbox"/> With Children <input type="checkbox"/> No Children	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order	
<i>Foreclosure</i> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:	<input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <i>Product Liability</i> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____	<input type="checkbox"/> Other Injury or Damage: _____	Related to Criminal Matters	Other Family Law	Parent-Child Relationship
OPTION B: CK OTHER & ENTER 3-LETTER SUIT TYPE FOR CLERK TO USE WHEN DOCKETING			<input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	<input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	<input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____
Employment	Other Civil				
<input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____			
Tax	Probate & Mental Health				
<input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<i>Probate/Wills/Intestate Administration</i> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings	<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____			
3. Indicate procedure or remedy, if applicable (may select more than 1):					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment	<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover			

OPTION C: SECTION 3 PROCEDURES/REMEDIES IN **BOLD** MAY BE USED AS CASE OR SUIT TYPES. YOU MAY SPECIFY THAT ONE OF THESE PROCEDURES/REMEDIES BE USED AS A SUIT TYPE BY CHECKING IT AND LEAVING THE CASE TYPE IN SECTION 2 BLANK. SELECTING A CASE TYPE IN SECTION 2 OVERIDES ANY SELECTION IN SECTION 3.

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(free consultations for personal injury, malpractice, worker's compensation, bankruptcy, and social security disability)

**This service is certified as a lawyer referral service as required by the State of Texas
under Chapter 952, Occupations Code. Certificate No. 9303**

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ABOGADO Y NO CONOCE A NINGUNO
PUEDE LLAMAR
A LA REFERENCIA DE ABOGADOS**

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\$20.00 por la primera media hora de consulta con un abogado

(la consulta es gratis si se trata de daño personal, negligencia, indemnización al trabajador, bancarrota o por incapacidad del Seguro Social)

**This service is certified as a lawyer referral service as required by the State of Texas
under Chapter 952, Occupations Code. Certificate No. 9303**

10/6/2015 10:48:21 AM

Velva L. Price
 District Clerk
 Travis County
 D-1-GN-15-00446677
 Patsy Ybarra

CAUSE No. D-1-GN-15-004467

EPITACIO RESENDEZ,	§	IN THE DISTRICT COURT
PLAINTIFF	§	
V.	§	419TH JUDICIAL DISTRICT
SCOTTSDALE INSURANCE COMPANY, LOUIS A. WILLIAMS & ASSOCIATES, INC., & DAVID IMMEL	§	
DEFENDANTS	§	TRAVIS COUNTY, TEXAS



PLAINTIFF'S ORIGINAL PETITION

Now comes Plaintiff, Epitacio Resendez, and files this Original Petition against Defendants, Scottsdale Insurance Company, Louis A. Williams & Associates, Inc., and David Immel (collectively referred to as "Defendants"), and in support hereof respectfully shows the Court as follows:

I. Discovery Control Plan

1. Discovery is appropriate under Level 2 pursuant to Texas Rule of Civil Procedure 190.3.

II. Parties

2. Plaintiff, Epitacio Resendez ("Plaintiff" or "Resendez"), is an individual who resides in Bexar County, Texas.

3. Defendant, Scottsdale Insurance Company ("Scottsdale"), is a foreign surplus lines insurance company that, upon information and belief, is licensed to conduct the business of insurance in Texas. Scottsdale does not list a registered agent for service with the Texas Department of Insurance. It can therefore be served with citation by serving the Commissioner of Insurance, by certified mail, return receipt requested, at 333 Guadalupe, Austin, Texas 78701. The

physical address for Scottsdale is 8877 North Gainey Center Drive, Scottsdale, Arizona 85258. Additionally, Scottsdale has agreed contractually to be served through the Commissioner of Insurance and requested that all service be forwarded to Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218. A true and correct copy of the contractual endorsement is attached hereto as Exhibit A.

4. Louis A. Williams & Associates, Inc. ("Louis A. Williams") is a Texas corporation. Louis A. Williams may be served with process by and through its registered agent for service of process, Billy R. Burke, 907 East Grand Avenue, Marshall, Texas 75670, by certified mail, return receipt requested.

5. David Immel ("Immel") is a resident of Kendall County, Texas and may be served with process at 107 W. Fabra Ln., Boerne, Texas 78006 or wherever else he may be found by certified mail, return receipt requested.

III. Jurisdiction and Venue

6. This Court has jurisdiction because the amount in controversy is within the jurisdictional limits of the Court. Pursuant to TEX. R. CIV. P. 47, Plaintiff seeks monetary relief of over \$100,000.00 but not more than \$200,000.00. Plaintiff further seeks all other relief to which he may be entitled, including but not limited to all available common law and statutory damages, and reasonable and necessary attorneys' fees and costs, which may cause the monetary relief sought to exceed this estimate by the time of trial.

7. Venue is proper in Travis County, Texas pursuant to section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial portion of the acts or omissions giving rise to Plaintiff's claims occurred in Travis County, Texas.

IV. Request for Disclosure

8. Pursuant to TEX. R. CIV. P. 194, Plaintiff requests that Defendants disclose, within thirty (30) days of service of this request, the information or material described in TEX. R. CIV. P. 194.2.

V. Facts

9. Plaintiff obtained an insurance policy from Scottsdale, specifically Policy number DFS1167262 (the "Policy"), in order to cover his dwelling and personal property located at 2918 Ranch Road 620 #296, Austin, Travis County, Texas 78734 (the "Dwelling"). The Policy period was to last from September 25, 2014 through September 25, 2015.

10. Prior to purchasing the Policy, Scottsdale's general agent, Louis A. Williams & Associates, Inc., through its agent David Immel, Agent Number 42015, concealed and failed to disclose to Plaintiff that the Policy was a named perils policy that did not cover flooding and water damage. Based on the omission of this material information, Plaintiff made the decision to enter into the Policy. If it were not for this representation, Plaintiff would have chosen an alternate policy.

11. On or about October 5, 2014, a plumbing leak occurred at the Dwelling causing extensive damage to the Dwelling itself and the personal property inside. Immediately after discovering the damage, Plaintiff contacted Scottsdale from his residence in Bexar County, Texas, in order to report a claim for damage to the Dwelling and personal property, which was designated as Claim Number 01619836 (the "Claim"). After reassuring Plaintiff that the damage to the Dwelling and personal property would be covered under the Policy, Scottsdale recommended that Plaintiff employ the services of Blackmon Mooring.

12. At the advice of Scottsdale and in order to salvage the Dwelling and some personal property items that were damaged, Plaintiff entered into a contract with Blackmon Mooring for emergency services and dehumidification. The total cost of all services under this contract was \$18,592.77 for work performed on the Dwelling and the contents of the Dwelling. Based on information from Blackmon Mooring, this amount was to be paid by Scottsdale. On December 15, 2014, the invoice for the amount due to Blackmon Mooring was sent to Scottsdale.

13. In a letter dated November 19, 2014, addressed to Plaintiff from Scottsdale via its claims representative Raquel Trevino, Scottsdale changed its position and denied the Claim. In its letter, Scottsdale stated that the water damage to the Dwelling and property was due to a plumbing leak from a braided water supply line under a vanity located in the upstairs bathroom. Scottsdale further stated that the Policy did not cover the damage done to the Dwelling and personal property because water damage from plumbing leakage is not included as a cause of loss under the Policy.

14. Due to Scottsdale's misrepresentations and resulting denial of his Claim, Plaintiff is now indebted to Blackmon Mooring for the full amount of \$18,592.77. Plaintiff has also been forced to expend \$21,685.00 thus far on repairs to the Dwelling and property, and further repairs are still needed.

VI. Conditions Precedent

15. All conditions precedent to Plaintiff's recovery have been excused, waived, occurred, or have otherwise been satisfied.

VII. Causes of Action

16. Plaintiff adopts and incorporates by reference the facts and allegations contained in paragraphs 1 through 15 herein for all purposes.

A. Negligent Misrepresentation/Omission

17. Defendants' forgoing acts and omissions constitute negligent misrepresentations to Plaintiff. The initial misrepresentation or omission occurred when Scottsdale's general agent, Louis A. Williams, through its agent Immel, failed to inform Plaintiff that the Policy would not cover water damage and flooding. Plaintiff made the decision to enter into the Policy based on the lack of the disclosure of this material information. Plaintiff would have chosen an alternate policy if all material terms had been disclosed.

18. Defendants furthered their misrepresentation when Plaintiff was reassured that the damage to the Dwelling and personal property would be covered under the Policy, and Scottsdale recommended Blackmon Mooring to perform emergency services. Further relying on this affirmative and material representation, Plaintiff hired Blackmon Mooring in order to perform emergency services and dehumidification.

19. The above representations/omissions were made to Plaintiff and for the guidance of Plaintiff in the course of Defendants' business, and in a transaction in which they had an interest. Defendants did not exercise reasonable care or competence in obtaining or communicating the above information and the above representations about the Policy and its coverage proximately caused injury to Plaintiff.

20. Accordingly, Plaintiff seeks a judgment against Defendants for actual damages, pre- and post-judgment interest, and costs of court.

B. Violation of Chapter 541 of the Texas Insurance Code

21. Plaintiff is a person as defined by the Texas Insurance Code who is an insured of an insurance policy.

22. Defendants are all persons as defined by the Texas Insurance Code.

23. First, Defendants engaged in actions that violated §541.061 of the Texas Insurance Code when they engaged in one or more of the following unfair or deceptive acts or practices:

- a. making an untrue statement of material fact;
- b. failing to state a material fact necessary to make other statements made not misleading, considering the circumstances under which the statements were made; and
- c. making a statement in a manner that would mislead a reasonably prudent person to a false conclusion of a material fact. Tex. Ins. Code §541.061(1)-(3).

24. Second, Defendants violated §541.061 of the Texas Insurance Code when they engaged in actions violating Texas Business and Commerce Code §§17.46(b)(5), (7), (12), and (24), as described in more detail below. Plaintiff is a consumer under the DTPA because he is an individual who acquired insurance services by purchase. Plaintiff also relied on these acts to his detriment.

25. Plaintiff gave Defendants the required notice of his claims.

26. Defendants' above described wrongful conduct was a producing cause of actual damages to Plaintiff.

27. Accordingly, Plaintiff seeks a judgment against Defendants for actual damages, pre- and post-judgment interest, costs of court, and attorneys' fees. Additionally, Defendants acted knowingly, which entitles Plaintiff to recover treble damages under the Texas Insurance Code.

C. Breach of the Texas Deceptive Trade Practices-Consumer Protection Act

28. Plaintiff is a consumer under the DTPA because he is an individual who acquired insurance services by purchase.

29. Defendants are all persons that can be sued under the DTPA.

30. First, Defendants violated the DTPA when they engaged in one or more of the following false, misleading, or deceptive acts or practices set out in the Texas Business and Commerce Code §17.46(b):

- a. representing that goods or services have characteristics, uses, or benefits which they do not have;¹
- b. representing that goods or services are of a particular standard or quality, if they are of another;²
- c. representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law; and³
- d. failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed.⁴

31. Plaintiff relied on these false, misleading, or deceptive acts or practices to his detriment.

32. Second, Defendants violated the DTPA when they engaged in unconscionable acts or courses of action that, to Plaintiff's detriment, took advantage of Plaintiff's lack of knowledge, ability, experience, or capacity to a grossly unfair degree.

33. Third, Defendants violated the DTPA when they violated chapter 541 of the Texas Insurance Code, as set out at length above.

¹ TEX. BUS. & COM. CODE § 17.46(b)(5)

² TEX. BUS. & COM. CODE § 17.46(b)(7)

³ TEX. BUS. & COM. CODE § 17.46(b)(12)

⁴ TEX. BUS. & COM. CODE § 17.46(b)(24)

34. Plaintiff gave Defendants the required notice of his claims.
35. Defendants' wrongful conduct as set forth above was a producing cause of Plaintiff's injury and damages.
36. Accordingly, Plaintiff seeks a judgment against Defendants for economic damages, actual damages, pre- and post-judgment interest, costs of court, and attorneys' fees. Additionally, Defendants acted knowingly or intentionally, which entitles Plaintiff to recover treble damages under the DTPA.

D. Fraud by Nondisclosure

37. Defendants concealed from or failed to disclose certain material facts to Plaintiff regarding the Policy and its coverage.
38. Defendants had a duty to disclose the facts to Plaintiff because Defendants either created a false impression by making a partial disclosure to Plaintiff or voluntarily disclosed some information and therefore had a duty to disclose the whole truth.

39. Defendants knew that Plaintiff was ignorant of the facts and Plaintiff did not have an equal opportunity to discover the facts.

40. Defendants were deliberately silent when they had the duty to speak.
41. By failing to disclose the facts, the Defendants intended to induce Plaintiff to take some action or refrain from acting.
42. Plaintiff actually and justifiably relied on Defendants' nondisclosure.
43. Plaintiff was injured as a result of acting without the knowledge of the undisclosed facts.
44. Accordingly, Plaintiff seeks a judgment against Defendants for actual damages, pre- and post-judgment interest, costs of court, and attorneys' fees.

Prayer

WHEREFORE, Plaintiff, Epitacio Resendez, requests that Defendants be cited to answer and appear, that the Court enter a judgment against Defendants in favor of Plaintiff, awarding Plaintiff all actual damages, economic damages, treble damages, attorneys' fees, court costs, and pre- and post-judgment interest, and that the Court award Plaintiff such other and further relief to which he is justly entitled.

Respectfully submitted,

**PULMAN, CAPPUCCIO, PULLEN,
BENSON & JONES, LLP**
2161 NW Military Highway, Suite 400
San Antonio, Texas 78213
www.pulmanlaw.com
(210) 222-9494 Telephone
(210) 892-1610 Facsimile

By: /s/ Eric A. Pullen
Eric A. Pullen
State Bar No. 24007881
epullen@pulmanlaw.com
Sarah A. Sweet
State Bar No. 24088292
ssweet@pulmanlaw.com

**ATTORNEYS FOR PLAINTIFF
EPITACIO RESENDEZ**



Exhibit A

Received

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SOP TRC



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
DFS1167262	09/25/2014	EPITACIO RESENDEZ	42015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

COMMISSIONER OF INSURANCEPO BOX 149104AUSTIN, TEXAS 78714-9104

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

CORPORATION SERVICE COMPANY DBA CSC-LAWYERS INCORPORATING SERVICE COMPANY211 EAST 7TH STREET SUITE 620AUSTIN, TX 78701-3218/ _____
AUTHORIZED REPRESENTATIVE/ _____
DATE

UTS-9g (5-96) INSURED